



Loudoun County, Virginia

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**REQUEST FOR PROPOSAL**

**RADIO FREQUENCY IDENTIFICATION (RFID)  
AND SELF CHECK-OUT SYSTEM**

**ACCEPTANCE DATE:** February 29, 2008 prior to 4:00 p.m., local "Verizon" time

**RFP NUMBER:** QQ-01393

**ACCEPTANCE PLACE** Department of Management and Financial Services  
Procurement Division MSC #41C  
1 Harrison Street, SE, 4<sup>th</sup> Floor  
Leesburg, Virginia 20175

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This document can be downloaded from our Web Site  
[www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)

Issue Date: February 4, 2008

**IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF  
DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE  
CONTACT THIS DIVISION AS SOON AS POSSIBLE.**

## REQUEST FOR PROPOSAL

### **RADIO FREQUENCY IDENTIFICATION (RFID) AND SELF CHECK-OUT SYSTEM**

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Prepared By: Sandra A. Lineberry/S/ Date: February 4, 2008  
Contracting Officer

# **RADIO FREQUENCY IDENTIFICATION (RFID) AND SELF CHECK-OUT SYSTEM**

## **1.0 PURPOSE**

The intent of this Request for Proposal (RFP) is to obtain fixed price proposals from firms specializing in Radio Frequency Identification (RFID) and Self Check-Out System (System) for Rust Library in the Loudoun County Public Library (LCPL). The system shall be a fully operational turnkey system and shall include all the requirements as contained herein. The System shall support the following library functions: patron self-check using RFID, converting the Rust Library collection to RFID, physical security for library materials, and inventory control. The intent of the System is to provide significant productivity gains through reduction in key labor-intensive workflow processes, enhance customer service, reduce material losses, and reduce incidences of staff repetitive motion injuries and improve inventory accuracy. As funding becomes available, it is the County's intent to implement the System at the remaining six branches as well as a new branch, Gum Spring Library, which is scheduled to be opened in early FY2011.

## **2.0 COMPETITION INTENDED**

It is the County's intent that this Request for Proposal (RFP) permit competition. It shall be the Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

## **3.0 BACKGROUND INFORMATION**

### **Loudoun County Public Library (Department of Library Services)**

Located 25 miles west of Washington, D.C., in Northern Virginia, Loudoun County is one of the fastest growing jurisdictions in the region and the country. Loudoun is comprised of 517 square miles, with seven incorporated towns, 11 villages and approximately two dozen planned communities. The home to nearly 250,000 people, residents who live in work in here enjoy a prosperous economy, a rich heritage and quality-of-life amenities found in few other places. Loudoun County has seen unprecedented growth in recent years, with population nearly tripling from 86,000 to 247,293 between 1990 and 2005. It is estimated that population will continue to grow, reaching 380,000 by 2015.

LCPL is comprised of seven branches. The Rust Library building is currently being renovated and expanded and will reopen in March, 2009. LCPL now operates the Rust library at a temporary location. LCPL plans to open a new branch, the Gum Spring Library, in the summer of 2010.

The library system currently has 626,334 items in its collection and 158,900 patrons. Total circulation for the library system for FY2007 was 4,179,593. Total circulation for the Rust Library for FY2007 was 653,541, which accounts for 16%

of system-wide total. At the busiest LCPL branch, the Ashburn Library, total circulation for FY2007 was 1,263,708, or 30 % of the total system. LCPL expects that the circulation at the new Rust Library will be close to, if no more than, that of the Ashburn Library

The library's integrated Library system (ILS) is Horizon version 7.3.4 from SirsiDynix Inc. It includes modules for circulation, cataloging, acquisitions, serials, administration and offline services. The library's catalog is searchable in-library and remotely on the web. The branches are connected to the Internet by T-1 lines, Transparent LAN service (TLS) and Microwave. Rust Library will be connected to the County's metropolitan area fiber network.

Four (4) branches are open 7 days and 62 hours per week; two (2) are open 6 days and 58 hours per week. The new Rust Library will be open 7 days and 62 hours per week

The LCPL currently uses self check-out units from Central Technologies, Inc. at six (6) of its seven (7) locations, including the Rust Library at its temporary location. The current self check-out units are not RFID-enabled.

It is LCPL's intent to implement a RFID and self check-out system at the new Rust Library to achieve the following goals:

- Achieve high levels of customer self-service
- Free staff from routine labor intensive tasks such as check-in and check-out to enhance customer services
- Lower risks of repetitive motion injuries
- Reduce materials losses
- Improve circulation efficiency and shelf accuracy
- Maximize service to the community

#### Rust Library Profile:

	Rust Library
Size of library (sq. ft.)	39,000
Opening Day Collection (items)	70,000
Existing items need to be converted	48,000
Collection at capacity	130,000
AV items	30,000
Timeline for building project to conclude	March, 2009
Tagging for new items to begin	April, 2008
Planned opening	March, 2009
Number of self-check units planned	7
Type of patron cards	14 digit barcode
Number of staff units including front and work room	3
Measurement of entrance 1	6 feet
Measurement of entrance 2	4 feet

## **DEPARTMENT OF INFORMATION TECHNOLOGY**

The Department of Information Technology (DIT) is in charge of supporting computer operations, applications development and support, telecommunications, and network services for County government.

### **Technical Environment**

#### **Server Platforms**

The County government operates a variety of computing platforms. The primary server platform is an IBM Z9 2096 L03 Enterprise Server utilizing DB2 v8r1 for database management. Most of the County's core applications operate in this environment including Land Records, Tax Administration, Finance, Purchasing, Budget, Payroll and Human Resources.

Mid-range IBM UNIX servers running AIX 5.x exist for targeted turnkey applications including Public Safety, GIS, Student Information, School Data Warehousing and Tivoli Storage management. An HP N4000 running HP-UX 11 hosts the SirsiDynix Horizon Library System.

There are also Intel based Novell and Microsoft Windows 2003 servers. The County has standardized on IBM XSeries servers with Intel Xeon processors utilizing blade center technology where appropriate. The County has also embraced server virtualization technology from VMWare and is actively migrating servers to this environment.

The County uses IBM's Tivoli Storage Manager v5.4 for backing up all major Windows and Unix servers and applications. The FDR DASD Management System from Innovation Data Processing is used for backing up all z9 Enterprise Server Applications.

#### **Database Management Systems**

The County operates several different database products on the various computer platforms. IBM DB2 v8.1 is the primary database utilized for applications residing on the IBM z9 Enterprise server, and for the ESRI Geographic Information System (GIS) which operates on an IBM P-Series P55A. The z9 Enterprise server DB2 relational database is also used for storage and retrieval of data for browser based Intranet and Internet applications. The Public Schools Student Information System utilizes Oracle v10.g which operates on an IBM P-Series P55A.

#### **Computer Programming Languages**

The County's applications systems utilize several different computer programming languages. The preferred language for "legacy" applications is COBOL and for browser based applications is .NET.

#### **Networks and Network Services**

A County owned fiber metropolitan area network connects the majority of the County locations in Leesburg to the DIT Datacenter. The Rust Library is scheduled to have fiber connectivity into the gigabit backbone. The Wide Area Network (WAN) is comprised of T1, ATM, DS3, and OC3 circuits. The County and Loudoun County Public Schools access the Internet using one (1) DS3 and one (1) OC3 circuit.

Avaya Systimax cabling systems with both CAT 5 and CAT 6 are the County standard. The networks in County facilities are connected to the County wide area network through Nortel brand routers and switches.

TCP/IP is the predominant protocol utilized to communicate with the County servers. The County makes every effort to utilize browser-based access for all systems. IBM DB2 Connect, IBM Host on Demand, and IBM Wintegrate are the primary communications packages used on the IBM platforms. The County network is currently Novell based however a conversion to Microsoft Active Directory is underway with anticipated completion in 2009.

Novell's GroupWise 6.5 is the County's current email standard. Remote access to the County networks is supported via VPN.

### **Personal Computers**

County government personal computer workstations consist of both networked and stand-alone PC's. Microsoft's Windows XP Pro operating system is currently installed on most workstations. Office XP is the current Office suite standard.

### **Internet/Intranet**

The County's preferred Web and Intranet applications platform is Microsoft Internet Information Services v6 on Windows 2003 using HP or IBM server hardware. However, other popular Unix-based operating system platforms (Red Hat Linux, Sun Solaris) and web platforms (Apache) are supported on IBM, Dell, or Sun hardware, respectively. The County's z9 Enterprise Server is used extensively for hosting data for Intranet and Internet based applications. Internet access is provided for all resources via one (1) DS3 and one (1) OC3 circuit that are configured to use the Border Gateway Protocol (BGP) via Network Virginia and Verizon backbones. Checkpoint Firewall NGX is used for firewall protection services. Web servers are typically reversed-proxied, using Bluecoat Proxy appliances, in a DMZ, and are physically located in the County's Information Technology Center. All servers are rack mounted in (19" racks).

## **4.0 MINIMUM QUALIFICATIONS**

Proposals will be selected for evaluation only from firms that demonstrate, in their proposal, that they satisfy the following criteria:

- 4.1 Offerors shall show proof of being a SirsiDynix Certified Solution Provider.
- 4.2 Offerors shall show proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years.
- 4.3 Offerors shall have the System working in at least three libraries equivalent in size to the County's Ashburn Library (see Exhibit B) and preferably using Horizon as their ILS. Each referenced library System shall have been operational for at least one year. Offerors shall include with their proposal, a list of jurisdictions that shall include jurisdiction name, person to contact, address and telephone number, description of work performed, and the number of years in use.

**Failure to include these documents shall be ample cause to reject the proposal as non-responsive.**

## **5.0 SCOPE OF SERVICES**

While the specifications listed herein represent the County's preferences, they are not intended to be restrictive to potential Offerors. They are intended to serve as guidelines to features required for satisfactory performance. If your System is similar in function and operation, but your specifications do not completely coincide with ours, please list your exceptions and all explanations separately. In addition, all Offerors shall submit descriptive literature and/or complete specifications for all equipment offered in their proposal.

### **5.1 System Requirements**

All Offerors must be able to provide the system requirements detailed in Exhibit A.

### **5.2 Pre/Post Implementation Services**

#### **5.2.1 Project Manager/Work Plan**

The successful Offeror shall provide a Project Manager with the necessary expertise and manpower to oversee and perform the tasks involved to ensure that the Project Schedule is met. The Project Manager shall submit an updated project schedule to the County at regular intervals, and as project events may require.

The Project Manager must provide the County a detailed Project Schedule that sets forth the various project phases with definitive starting and completion dates. A Project Schedule shall be submitted and be approved by the County's Project Manager and Project Coordinator within ten (10) working days following the project kick-off meeting. The kick-off meeting shall be held no later than ten (10) business days after the County has executed an Agreement with the successful Offeror.

Offerors shall include with their proposal, a Preliminary Project Schedule with the effective start date of April 15, 2008. At this time, the successful Offeror will be required to coordinate provision of sample tags and/or tag data map and software needed to fully process opening day materials. This Preliminary Project Schedule shall include, but not be limited to the following:

- A. Software installation.
- B. Hardware installation of conversion station and staff station at Library Administration Office for testing purposes immediately upon commencement of contract.
- C. Hardware installation of remaining equipment at Rust Library when building is ready to accept equipment (estimated January 2009).
- D. Delivery of documentation.
- E. Training schedules.

- F. Testing and System acceptance. The vendor shall provide a project manager with the necessary expertise and manpower to oversee and perform the tasks involved to ensure the successful and timely implementation of the system.

#### 5.2.2 Training

Training will be provided as stated in Exhibit A.

#### 5.2.3 Documentation

The system must be fully documented prior to acceptance of the system by the County. The County shall maintain the right to make a sufficient number of copies of all documentation for its own internal use. Documentation must include:

- Detailed user instruction
- Technical Components, programs, files, procedures, etc.
- Sample copies of documentation as part of the Proposal Outline

#### 5.2.4 Warranties

The vendor must provide hardware and software warranties for at least twelve (12) months as a part of the agreement. The warranty must warrant that the system is free of major defects and operates in accordance with vendor documentation and provides functions and performance as required by these specifications

#### 5.2.5 Hardware and Software Support and Maintenance

After system acceptance, the first year of maintenance shall be provided at no charge to the County. In addition, the vendor shall provide a cost for maintenance fees for years two through five as shown on the pricing page.

#### 5.2.6 Help Desk Support

The vendor shall provide help desk operations with dedicated staffing.

#### 5.2.7 File Back-Up/File Recovery

The vendor shall provide procedures for adequate back up and recovery of files related to the proposed system. The procedure must assure, to a reasonable degree, that upon system failure, disk failure or other system component failure that system databases are restored to their pre-failure status and that data integrity is maintained. Recovery from failure must be provided such that operation may be continued immediately following replacement of the failing component.



### 5.3 Hardware and Systems Software

The Offeror shall provide the recommended hardware with capacity requirements for the proposed system solution. In addition, the Offeror shall itemize all required and recommended system software to make the proposed system software operate in the most efficient manner.

The County reserves the right to select or reject the Offeror's hardware proposed, independent of the selection of the Offeror's software. The County will not select the Offeror's hardware proposal if the County does not select its software. (If the Offeror chooses not to offer a hardware proposal option, the Offeror must state the hardware requirements for efficient operation of its proposed system) The Offeror shall describe in detail what hardware/software components are included in the cost of its proposal.

Should the vendor offer a solution where there are multiple platform options, please provide information on each one.

Provide proposed hardware and system software configuration(s) as part of Proposal Outline.

## **6.0 PROPOSAL REQUIREMENTS**

Offerors shall include written statements demonstrating that their proposal meets the minimum qualifications and requirements. In addition, Offerors shall address each of the specific evaluation criteria, demonstrating the understanding of the work to be performed. Proposal responses shall be made in the following order:

- A. Minimum qualifications stated in Section 4.0.
- B. Offerors shall describe their experience related to the implementation RFID and Self Check-Out Systems.
- C. Company profile that shows the ability, capacity and skill of the Offeror, its staff, and its employees to perform the service required within the specified time.
- D. Identify key personnel who will work on the project, resumes, to include qualifications, education and experience with emphasis on experience with the proposed system. Include a brief statement about the recent experience of personnel from your firm who will be actively engaged in the proposed effort.
- E. Identify any contemplated subcontractors, their qualifications, education and experience in working with the proposed system.
- F. Offeror's ability to meet or exceed all requirements stated in Section 5.0. Any deviations from specified requirements and any equivalent capabilities shall be noted.

- G. Describe the features and/or functions of the system that are controlled, programmed or otherwise implemented from remote facilities. How often are these functions updated, by whom and when?
- H. Describe in detail your company's service and support program. Provide the size, location and distance from the Administrative offices of the LCPL to the nearest Service Center maintained by the Offeror. List like information for the next two nearest Service Center locations. List the specific people who will be responsible for monitoring operations and responding to maintenance requests, and whether the people listed are company employees or subcontractors. Explain non-emergency and emergency service response procedures.
- I. Provide a list of all past, present and pending claims, judgments, and/or lawsuits in which the company is, or has been involved, and the status or outcome of such claims. Include any patent and/or licensing infringement claims.
- J. Proposals shall describe tools included with the product designed to facilitate database backup and recovery.
- K. Include an outline of available training options. The training plans should also include related costs and materials, i.e. Reference Guides, Tutorials and Related CDs, etc.
- L. Documentation being proposed and number of copies supplied. Proposals shall include samples of actual documents for each type.
- M. Detailed description of the terms and conditions of the proposed warranty. Also, the proposal shall describe in detail the Offeror's system's maintenance agreement. Maintenance agreement shall be included with proposal.
- N. A system design flow chart which shows the flow of information into, through, and out of the system.
- O. A proposed work plan, including implementation, installation, and training, based on contract award date. Work plan shall include the details as outlined in Section 5.2 of the Scope of Services.
- P. Part of the system acceptance will be based on a formal acceptance test plan that is mutually agreed upon by the offeror and the County. The formal test plan will test the requirements of the system and will be signed off by both the offeror and Loudoun County.

Full itemized pricing information shall be provided including:

1. hardware and supplies:

RFID Self-checkout Station (table top)	7
RFID Staff Station Reader	3
RFID Book Drop Reader	6
RFID Conversion Station Reader	2
RFID Inventory Device	1
RFID tags	130,000
Single Aisle Gate	1
Dual Aisle Gate	1

2. software
3. training
4. interface with Horizon system
5. installation and other related services charges, including travel expenses
6. five years maintenance cost, first year at no charge
7. pricing philosophy: describing 1<sup>st</sup> year pricing at fixed fees, including all hardware, software and supplies, and pricing for renewal terms to upgrade existing libraries, as shown in Exhibit B, as well as new libraries.

## **7.0 CONTRACT TERMS AND CONDITIONS**

### **7.1 Procedures**

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of the Contract Administrator or his authorized representative(s). The firm shall not comply with requests and/or orders issued by other than the Contract Administrator or his authorized representative(s) acting within their authority for the County. Any change to the contract must be approved in writing by the Purchasing Agent and the Contractor.

The successful Offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

### **7.2 Contract Period**

The Contract shall cover the period from April 15, 2008 through April 14, 2009 or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to four (4) additional one (1) year periods. Any renewal shall be based on the same terms and conditions as the initial term.

### **7.3 Confidentiality and Security.**

Contractor shall not copy, display to other parties, or distribute County data without the express written permission from the Contract Administrator.

Contractor shall use only County approved access technologies for remote access to County networks, servers, and applications. For remote access for purposes related to this contract, the approved access technology is the County's Virtual Private Network (VPN) Services. Contractor shall access County networks, servers, and applications only for business reasons associated with the provision of services to the County.

Contractor shall use hardened passwords for all access related to County networks, servers, and applications. Such passwords shall contain at least eight (8) characters, and shall contain at least one (1) each: alpha character, numeric character, and special character.

Hardware operating system software and applications software provided through this contract shall be provided with all known security vulnerability patches applied.

7.4 License Requirement

All firms doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

7.5 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any contract renewal.

7.6 Insurance

The successful Offeror shall procure, maintain, and provide proof of, insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the Offeror, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the Offeror for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion date.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations  
\$1,000,000 Personal and Advertising Injury  
\$1,000,000 Each Occurrence Limit  
\$50,000 Fire Damage Limit  
\$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Offeror, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit  
\$1,000,000 Each Occurrence Limit  
\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia.  
Employers Liability, \$1,000,000.

d. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Loudoun, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The Offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverages for subcontractors of the Offeror shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the Offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its' officers/officials, agents, employees and volunteers.
8. The Offeror shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

9. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.
10. All coverages designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

## 7.7 Indemnification

- 7.7.1 Contractor shall, at its cost, defend and hold harmless any claim or suit brought against the County on the issue that the Materials infringe a United States copyright, patent, trademark, trade secret or other intellectual property right of a third party provided that the County (i) notifies Contractor promptly in writing of any such claim or suit; (ii) gives Contractor full information and assistance in settling and/or defending the suit; and (iii) gives Contractor full authority and control of the defense and/or settlement of any such action. Contractor shall not be liable for any costs or expenses incurred (i) by the County without Contractor's prior written authorization; (ii) for any claim based on the use of a combination of the Contractor's software with any other software not provided by Contractor, (iii) for any claim based on the County's modification of the Materials; (iv) from use of other than the latest available version of the Materials, provided that the version containing the correction of the infringement has been made available to the County at no charge ; or (v) any transaction entered into by the County relating to the Materials without the Contractor's prior written consent.

If the Materials become subject to a claim of infringement for which the Contractor may become liable, Contractor may at its option (i) obtain the right to continue using the Materials; or (ii) replace or modify the Materials to make them non-infringing so long as the replacement or modification meets substantially similar specifications. All payment obligations of the County shall be suspended until Contractor provides one of the remedies described.

- 7.7.2 Contractor will indemnify and hold the County and its affiliates from any failure by the Contractor to fulfill its obligations of the System Agreement.
- 7.7.3 Contractor shall indemnify, defend, and hold harmless the County and its affiliates, against any liability, demands, damages, expenses, and losses for death, personal injury, illness or property damage arising out of the Contractor's breach of its representations, warranties, or performance of the System Agreement, or based on an alleged defect or design error in any element, part or combination thereof in the Software.
- 7.7.4 In the event Contractor becomes liable to County or any other party for direct or any other damages for any cause whatsoever, then the aggregate liability of the Contractor for all damages, injury and

liability incurred will be limited to an amount equal to the Contractor's insurance coverage. However, the foregoing limitation shall not apply to:

- A. damages caused by Contractor's gross negligence or intentional acts or omissions;
- B. damages caused by Contractor's failure to fulfill its obligations under 5.0;
- C. claims for damages for infringement;
- D. claims for contribution or damages to third parties; and
- E. credits, refunds, or payments owed by Contractor to County under this Agreement

#### 7.8 Safety

All Contractors and subcontractors performing services for the County of Loudoun are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

#### 7.9 Notice of Required Disability Legislation Compliance

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

#### 7.10 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by this County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

**7.11 Employment Discrimination by Contractors Prohibited**

Every contract of over \$10,000 shall include the following provisions:

- A. During the performance of this contract, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
  - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

**7.12 Drug-free Workplace**

Every contract of over \$10,000 shall include the following provisions:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.



For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

**7.13 Exemption from Taxes**

The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by County of Loudoun on request.

**7.14 Faith-Based Organizations**

Loudoun County does not discriminate against faith-based organizations.

**7.15 Immigration Reform and Control Act of 1986**

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

**7.16 Substitutions**

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the Division of Purchasing and Support Services.

The County, however, reserves the right to replace any assigned personnel who are considered unacceptable in the opinion of the County. Replacement personnel must be identified using same guidelines established for the initial proposal. The firm must further agree to work in good faith to ensure satisfactory turnover and knowledge transfer from one person to the other in the event of personnel changes. The firm shall agree not to bill the County for duplicate time used for circumstances where the replacement employee is being oriented and trained to the County's project.

**7.17 Invoicing and Payment**

The firm shall submit invoices, in triplicate, as outlined in the agreed upon payment schedule.

Invoices shall be based upon completion of tasks or deliverables and shall include progress reports.

All such invoices will be paid promptly by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

Department of Library Services  
Attn: Roger Mayorga MSC #70  
908A Trailview Blvd. SE  
Leesburg, Virginia 20175

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

**7.18 Payments to Subcontractors**

Within seven days after receipt of amounts paid by the County for work performed by a subcontractor under this contract, the Contractor shall either:

- a. Pay the Subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the Subcontractor under this contract; or
- b. Notify the County and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment and the reason for non- payment.

The Contractor shall pay interest to the Subcontractor on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed in item b. above.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a Subcontractor pursuant to this provision may not be construed to be an obligation of the County.

**7.19 Assignment of Contract**

This contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

**7.20 Termination**

Subject to the provisions below, the contract may be terminated by the County upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

**a. Termination for Convenience**

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required thirty- (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

**b. Termination for Cause**

Termination by the County for cause, default or negligence on the part of the firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty- (30) days

advance notice requirement is waived in the event of Termination for Cause.

c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

7.21 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of his intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the Purchasing Agent no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

7.22 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

7.23 Applicable Laws/Forum

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun.

7.24 Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

## **8.0 EVALUATION OF PROPOSALS: SELECTION FACTORS**

The criteria set forth below will be used in the receipt of proposals and selection of the successful Offeror.

If an Offeror's proposal does not meet the Minimum Qualifications as set forth in Section 4.0, the Offeror's proposal will be declared non-responsive and the proposal will not be further evaluated.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. Offerors submitting proposals shall include with their proposal, as required under Section 6.0, statements on the following:

- A. Ability to meet or exceed all requirements stated in Section 5.0. Offerors shall include with their proposal Exhibit A with the appropriate check boxes completed for each system requirement. Any deviation in the requirements shall be clearly defined. (60 points)
- B. Credentials, related experience, and adequacy and availability of professional level staffing, quality of proposal. (20 points)
- D. Cost of services. (20 points)

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top ranked Offerors, usually the top two (2) depending upon the number of proposals received. Negotiations shall be conducted with Offerors so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

Offerors selected for interviews shall be required to demonstrate their technology to the PAG (on-site and/or at a current site location, at the County's discretion). The demonstration shall include:

- RFID tagging and item conversion of all material types
- Staff interface, if applicable, for checkout and check-in, including demonstration of the RFID antenna/reader
- Self-service checkout interface for all material types
- Staff interface for problem resolution of self checkout
- Portable inventory device scanning a shelf of materials

The Offeror is not required to bring exit sensors or bookdrop readers for the demonstration, as these can be shown via video demonstrations of these functions.

## **9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS**

### **9.1 Submission of Proposals**

Price proposals must be submitted on Request for Proposal pricing form only. Include other information as requested or required. Be sure proposal container is completely and properly identified. The face of the container shall indicate the RFP number, time and date of acceptance, and the title of the RFP. Proposals must be received by the Division of Procurement PRIOR to the hour specified on the acceptance date. Proposals may either be mailed to or hand delivered to: 1 Harrison Street, SE, 4th Floor, Leesburg, Virginia 20175.

## 9.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all firms. Inquires pertaining to Request for Proposals must give RFP number, title and acceptance date. Material questions will be answered in writing and will be distributed to all firms who receive the RFP provided, however, that all questions are received at least fifteen (15) days in advance of the proposal acceptance date.

## 9.3 Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the Offeror to ensure that he has received all addendums prior to submitting a proposal.

## 9.4 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for 120 days from proposal receipt date. "Discount from list" proposals not acceptable unless requested.

## 9.5 Quotations to be F.O.B. Destination

QUOTE F.O.B. destination for all competitive sealed proposals. FOB Destination shall include all shipping costs to the County location(s).

## 9.6 Proprietary Information

Trade secrets or proprietary information submitted by an Offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **the Offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

## 9.7 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of Offeror. Failure to manually sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page.

## 9.8 Preparation and Submission of Proposals

- a. All proposals shall be signed in ink by the individual or authorized principals of the firm. Firm name and authorized signature must appear on proposal in the space provided on the pricing page.
- b. All attachments to the Request for Proposal requiring executing by the firm are to be returned with the proposals.
- c. Proposals are to be returned in a sealed container. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of the proposal.

- d. Proposals must be received by the Division of Procurement BEFORE the hour specified on the opening date. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Firms mailing their proposals shall allow for normal mail time to ensure receipt of their proposals by the Division of Procurement prior to the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- e. Each firm shall submit **one (1) original proposal** and **three (3) copies** of their proposal (including price proposal) to the County's Division of Procurement as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

9.9 Withdrawal of Proposals

- a. All proposals submitted shall be valid for a minimum period of 120 (120) calendar days following the date established for acceptance.
- b. Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

9.10 County Furnished Support/Items

The level of support required from County personnel for the completion of each task shall be estimated by position and man days.

The Offeror shall indicate the necessary telephones, office space and materials which the Offeror requires.

The County may furnish the facilities if the County considers them reasonable, necessary and available for the Contractor to complete his task.

9.11 Subcontractors

Offerors shall include a list of all subcontractors in their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful firm's selection of subcontractors.

9.12 Use of Brand Names

Unless otherwise provided in a Request for Proposal, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the RFP is descriptive -- NOT restrictive -- it is to indicate type and quality desired. Proposals on brands of like nature

and quality will be considered. If offering on other than reference or specifications, proposal must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with proposal. Samples may be required. If Offeror makes no other offer and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Offerors must certify that item(s) offered meet and/or exceed specifications.

9.13 License Requirement

All firms doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260. The BPOL license number must be indicated on the pricing page of this Request for Proposal.

9.14 Payment of Taxes

All Offerors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid prior to submitting a proposal

The County will verify payment of all real and personal property taxes by the successful Offeror prior to the award of any contract.

9.15 Exemption from Taxes

The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by County of Loudoun on request.

9.16 Late Proposals

LATE proposals will be returned to Offeror UNOPENED, if RFP number, acceptance date and Offeror's return address is shown on the container.

9.17 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of the County.

9.18 Prohibition as Subcontractors

No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

9.19 Deviations from Scope of Services

If there is any deviation from that prescribed in the scope of services, the appropriate line in the scope of services shall be ruled out and the

substitution clearly indicated. The County reserves the right to determine the responsiveness of any deviation.

**9.20 Miscellaneous Requirements**

- a. The County will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- b. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- c. The contents of the proposal submitted by the successful Offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful firm will be expected to sign a contract with the County.
- d. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

**9.21 Notice of Award**

A Notice of Award will be posted on the County's web site ([www.loudoun.gov/purchasing](http://www.loudoun.gov/purchasing)) and on the bulletin board located in the Division of Procurement, 4th floor, 1 Harrison St, SE, Leesburg, 20175.

**9.22 Protest**

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

**9.23 Debarment**

By submitting a proposal, the Contractor is certifying that he is not currently debarred by the County. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

**9.24 Registering of Corporation**

Any corporation, LLC, or LLP transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), PO Box 1197, Richmond, VA. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/division/clk/diracc.html>. Certain isolated transactions or sales conducted through independent Contractors do not require registration. Offerors should consult the Code of Virginia Section 13.1-757 for more information.

**9.25 W-9 Form Required**

Each Offeror shall submit a completed W-9 form with their proposal in the event of contract award. This information is required in order to issue



purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

9.26 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the Offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.



# Loudoun County, Virginia

Division of Procurement  
1 Harrison Street SE, 4th Floor  
Leesburg, Virginia 20175

## 10.0 RADIO FREQUENCY IDENTIFICATION (RFID) AND SELF CHECK-OUT SYSTEM

THE FIRM OF \_\_\_\_\_

ADDRESS \_\_\_\_\_

FEI number: \_\_\_\_\_ BPOL number: \_\_\_\_\_

OFFEROR: Hereby agrees to provide the requested services as defined herein for a total contract price as follows:

Total Cost of System including Year 1 Maintenance	\$ _____
Year 2 Maintenance	\$ _____
Year 3 Maintenance	\$ _____
Year 4 Maintenance	\$ _____
Year 5 Maintenance	\$ _____

The following shall be returned with your bid. Failure to do so shall be ample cause for rejection of bid as non-responsive. It is the responsibility of the bidder to ensure that he has received all addendums.

ITEM:	INCLUDED: (X)
1. References	_____
2. Addenda, if any.	_____
3. One (1) original and (3) copies	_____
4. Proposal Response Information (8.0)	_____
5. W-9 Form	_____
6. Certificate of Insurance	_____

Person to contact regarding this bid: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of person authorized to bind the Firm: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?**

QQ-01393

Please take the time to mark the appropriate line and return with your proposal.

- |  |   |
|--|---|
| <input type="checkbox"/> Associated Builders & Contractors | <input type="checkbox"/> Loudoun Co Small Business Development Center |
| <input type="checkbox"/> Bid Net                           | <input type="checkbox"/> Loudoun Times Mirror                         |
| <input type="checkbox"/> Builder's Exchange of Virginia    | <input type="checkbox"/> Our Web Site                                 |
| <input type="checkbox"/> Construction Market Data          | <input type="checkbox"/> NIGP   |
| <input type="checkbox"/> Direct Mail from Loudoun County   | <input type="checkbox"/> The Plan Room                                |
| <input type="checkbox"/> Dodge Reports                     | <input type="checkbox"/> Valley Construction News                     |
| <input type="checkbox"/> LS Caldwell & Associates          | <input type="checkbox"/> Virginia Business Opportunities              |
| <input type="checkbox"/> Loudoun Co Chamber of Commerce    | <input type="checkbox"/> VA Dept. of Minority Business Enterprises    |
| <input type="checkbox"/> Other _____                       | <input type="checkbox"/> RAPID  |

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**SERVICE RESPONSE CARD**

QQ-01393

Date of Service: \_\_\_\_\_

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Purchasing staff? ☐

How would you rate the manner in which you were treated by the Purchasing staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Thank you for your response!

We can better assess our service to *you* through feed back from *you*.

Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ (day) \_\_\_\_\_ evening

**Please return completed form to: Patty Cogle • Management Services •  
PO Box 7000 • Leesburg, VA 20177**